

Fill in this information to identify your case: of 8

Debtor 1	Harold	R	Griffith
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: Eastern District of Pennsylvania			
Case number (if known)	19-15638		

Official Form 427

Cover Sheet for Reaffirmation Agreement

12/15

Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

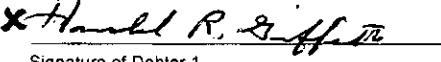
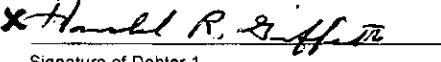
Part 1: Explain the Repayment Terms of the Reaffirmation Agreement

1. Who is the creditor?	Members 1st Federal Credit Union Name of the creditor		
2. How much is the debt?	On the date that the bankruptcy case is filed	\$ 7,859.64	
	To be paid under the reaffirmation agreement	\$ 7,859.64	
	\$ 295.02 per month for 28 months (if fixed interest rate)		
3. What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)	Before the bankruptcy case was filed	3.99 %	
	Under the reaffirmation agreement	3.99 % <input checked="" type="checkbox"/> Fixed rate <input type="checkbox"/> Adjustable rate	
4. Does collateral secure the debt?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Describe the collateral. 2015 Ford Escape		
	Current market value \$		
5. Does the creditor assert that the debt is nondischargeable?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.		
6. Using information from Schedule I: Your Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts.	Income and expenses reported on Schedules I and J		Income and expenses stated on the reaffirmation agreement
	6a. Combined monthly income from line 12 of Schedule I	\$ 19,49.29	6e. Monthly income from all sources after payroll deductions \$ 1949.29
	6b. Monthly expenses from line 22c of Schedule J	\$ 1580.86	6f. Monthly expenses \$ 1580.86
	6c. Monthly payments on all reaffirmed debts not listed on Schedule J	-\$ 0	6g. Monthly payments on all reaffirmed debts not included in monthly expenses \$ 0
	6d. Scheduled net monthly income \$ 368.43		6h. Present net monthly income \$ 368.43
	Subtract lines 6b and 6c from 6a.		
	If the total is less than 0, put the number in brackets.		

Debtor 1

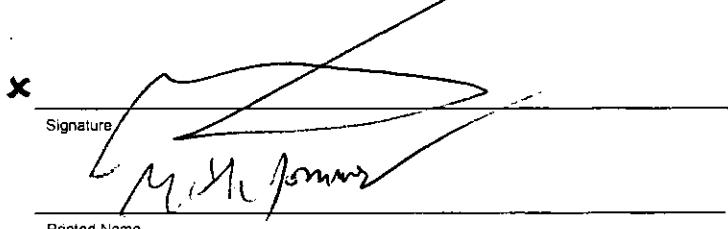
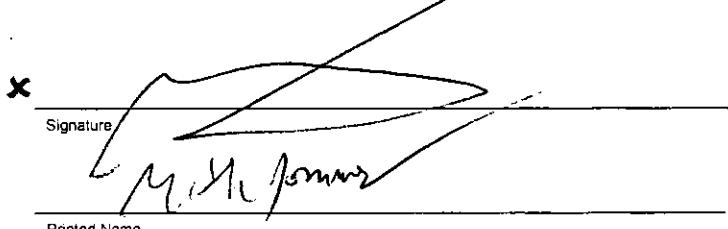
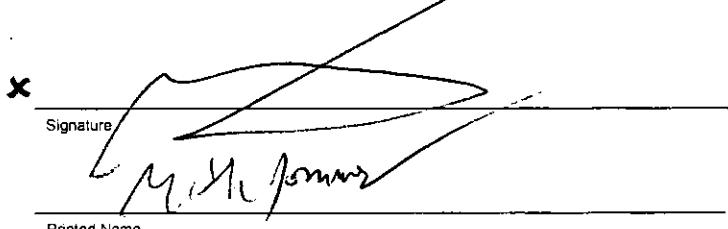
First Name Middle Name Last Name

Case number (if known) 19-15638

7. Are the income amounts on lines 6a and 6e different?		<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Explain why they are different and complete line 10. <hr/> <hr/>
8. Are the expense amounts on lines 6b and 6f different?		<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Explain why they are different and complete line 10. <hr/> <hr/>
9. Is the net monthly income in line 6h less than 0?		<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes. A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10. <hr/> <hr/>
10. Debtor's certification about lines 7-9		I certify that each explanation on lines 7-9 is true and correct.
If any answer on lines 7-9 is Yes, the debtor must sign here.		 
If all the answers on lines 7-9 are No, go to line 11.		Signature of Debtor 1  Signature of Debtor 2 (Spouse Only in a Joint Case) 
11. Did an attorney represent the debtor in negotiating the reaffirmation agreement?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

Part 2: Sign Here

Whoever fills out this form I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this *Cover Sheet for Reaffirmation Agreement*.


Signature 
Printed Name 

Date 10/30/16
MM / DD / YYYY

Check one:

Debtor or Debtor's Attorney
 Creditor or Creditor's Attorney

Check one.

Presumption of Undue Hardship

No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

Eastern District of Pennsylvania

Harold R Griffith

In re _____, Debtor _____

Case No. 19-15638

Chapter 7 _____

REAFFIRMATION DOCUMENTS

Name of Creditor: Members 1st Federal Credit Union

Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: auto loan

For example, auto loan

B. **AMOUNT REAFFIRMED:** \$ 7,859.64

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before 09/11/2019, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 3.9900 %.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) Fixed rate

Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

D. Reaffirmation Agreement Repayment Terms (*check and complete one*):



\$ 295.02 per month for 28 months starting on 10/06/2019.



Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

E. Describe the collateral, if any, securing the debt:

Description:	2015 Ford Escape
Current Market Value	\$ _____

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?



Yes. What was the purchase price for the collateral? \$ 15,997.86



No. What was the amount of the original loan? \$ _____

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (<i>including fees and costs</i>)	\$ 7,859.64	\$ 7,859.64
Annual Percentage Rate	3.9900 %	3.9900 %
Monthly Payment	\$ 295.02	\$ 295.02

H. Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. Yes No

B. Is the creditor a credit union?

Check one. Yes No

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions
(take-home pay plus any other income)

\$ 1949.79

b. Monthly expenses (including all reaffirmed debts except
this one)

\$ 1285.78

c. Amount available to pay this reaffirmed debt (subtract b. from a.)

\$ 663.51

d. Amount of monthly payment required for this reaffirmed debt

\$ 295.02

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:



You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.



You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:



You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 10-30-19

Signature Harold R. Griffith
Debtor

Signature _____
Joint Debtor, if any

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor Members 1st Federal Credit Union

5000 Louise Drive, Mechanicsburg, PA 17055

Print Name

Lynn Unger, Bankruptcy Specialist

Address

Print Name of Representative

Lynn Unger

Signature

10/23/2019
Date

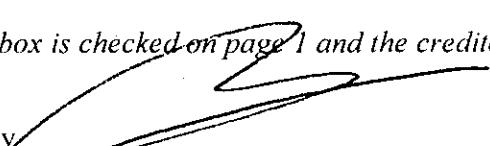
PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 10/30/19 Signature of Debtor's Attorney 

Print Name of Debtor's Attorney

Mike Jones

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

C. DEFINITIONS

1. **“Amount Reaffirmed”** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **“Annual Percentage Rate”** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the “stated interest rate”) tells you the full cost of your credit including many of the creditor’s fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **“Credit Union”** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like “Credit Union” or initials like “C.U.” or “F.C.U.” in its name.